

**SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO**

**DOROTHY MARRUJO,**

**Plaintiff,**

**vs.**

**Case No. D-202-CV-2017-05965**

**SAFECO INSURANCE COMPANY OF AMERICA,**

**Defendant.**

**COMPLAINT FOR PERSONAL INJURIES, FOR UNDER INSURED MOTORISTS  
BENEFITS UNDER A CONTRACT OF INSURANCE, AND FOR UNFAIR CLAIMS  
PRACTICES AND INSURANCE BAD FAITH**

**COMES NOW**, Plaintiff Dorothy Marrujo, by and through her counsel of record, Rachel Berenson of Berenson & Associates P.C., and for her Complaint for Personal Injuries, for Uninsured Motorists Benefits under a Contract of Insurance, and for Unfair Claims Handling Practices and Insurance Bad Faith, states as follows:

1. Plaintiff is a permanent resident of Bernalillo County, New Mexico.
2. Upon information and belief, defendant Safeco Insurance Company of America is a foreign corporation licensed to conduct the business of insurance in New Mexico.
3. The acts complained-of herein occurred in Bernalillo County, New Mexico.
4. Jurisdiction and venue are proper within this Judicial District.

**GENERAL ALLEGATIONS**

5. On or about August 10, 2016, plaintiff was a pedestrian walking in a parking lot on the 4800 block of McMahon Boulevard NW, in Bernalillo County, New Mexico, when she was struck by a vehicle.

7. A witness gave a verbal to the police officer and stated the driver of the vehicle and struck Dorothy Marrujo.

8. As a result of being struck Plaintiff has suffered serious bodily injury and sought medical treatment at Lovelace Westside Hospital.

9. On or about August 10, 2016, Plaintiff was covered by a policy of automobile insurance issued to her which provided Plaintiff with coverage for injuries and damages suffered through the acts or omissions of uninsured motorists. See Policy Number Y8270202, attached as Exhibit "A", hereto.

9. On or about August 10, 2016, said insurance policy was in full force and effect.

**Count I - Negligence against Michael Vargas**

10. Plaintiff realleges and incorporates each and every allegation contained in paragraphs 1 through 9, above, as though set forth fully herein.

11. Driver at fault, Michael Vargas owed a duty to Plaintiff, and to the public at large, to operate his motor vehicle in a safe, lawful manner and to use ordinary care in the operation of that vehicle.

12. Driver at fault, Michael Vargas breached the aforesaid duties in a number of ways including, but not limited to, failing to keep a proper lookout, failing to yield the right of way to pedestrians, and failing to provide his full attention to driving.

13. As a direct and proximate result of driver at fault, Michael Vargas breaches of these duties, Plaintiff has been injured and has suffered damages in an amount to be proven at trial.

**Count II - Claim for Underinsured Motorist Benefits against State Farm Insurance Company**

14. Plaintiff realleges and incorporates each and every allegation contained in paragraphs 1 through 13, above, as through set forth fully herein.

15. At all times pertinent hereto, driver at fault Michael Vargas was an Underinsured motorist as defined by New Mexico law, and as contemplated by State Farm Insurance Company.

16. As a result of the driver at fault, Michael Vargas's Underinsured states, and the insurance contract between Safeco Insurance Company of America and Dorothy Marrujo, Plaintiff is entitled to recover damages incurred as a result of the August 10, 2016, accident from Defendant Safeco Insurance Company of America under the Uninsured Motorist Coverage provisions of the aforementioned policies.

17. Defendant Safeco Insurance Company of America should be directed to pay Plaintiff a sum sufficient to compensate her for her injuries and damages she suffered as a result of the collision of August 10, 2016, including Medical Expenses, Pain and Suffering, Loss of Capacity and Enjoyment, Loss of Household Services Loss Wages and any other damages to which she proves she is entitled to along with pre-and post judgment interest.

**Count III - Violations of the Unfair Claims Practices Act and Insurance Bad Faith Against Safeco Insurance Company of America**

18. Plaintiff realleges and incorporates each and every allegation contained in paragraph 1 through 17, above, as though set forth fully herein.

19. At all times material hereto, Plaintiff was a first-party insured under the above-mentioned Safeco Insurance Company of America policy and was, therefore, entitled to the benefits and protections of the Unfair Claims Practices Act, Section 59A-16-20 *et seq.*, NMSA.

20. Defendant Safeco Insurance Company of America has violated said statute in its dealings with Plaintiff and handling of her claim in a number of ways, including, but not limited to:

- a. Not attempting in good faith to effectuate prompt, fair, and equitable settlement of an insured's claim where liability has become reasonably clear.

21. As a direct and proximate result of the improper claims handling procedures engages in by Defendant Safeco Insurance Company of America, Plaintiff has been forced to institute this litigation and has thereby incurred additional costs and attorney's fees, as well as other and additional damages as may be proven at trial of this matter.

22. Pursuant to Section 59A-16-30, NMSA, Plaintiff is entitled to recover said costs.

23. At all times pertinent hereto, Defendant Safeco Insurance Company of America had a duty to treat Plaintiff in good faith and to approach the resolution of her claim in such a manner.

24. Defendant Safeco Insurance Company of America has breached its duty of good faith by refusing reasonable attempts to resolve this matter, by requiring the institution of litigation in order to recover an equitable measure of damages for the injuries suffered, and by putting its own financial interest above those of its insured.

25. As a direct and proximate cause of the improper bad faith conduct of Defendant Safeco Insurance Company of America, Plaintiff has suffered additional injuries and damages in an amount to be proven at trial.

26. Defendant Safeco Insurance Company of America's conduct in this matter has been and remains intentionally engaged-in for purposes of avoiding its contractual obligations and coercing Plaintiff into taking a sum less than that which is reasonable for her injuries.

27. Defendant Safeco Insurance Company of America's conduct justifies an award of punitive damages in an amount sufficient to punish said Defendant and to deter it from similar behavior in the future.

WHEREFORE, Plaintiff prays for a judgment against defendants as follows:

1. Damages not to exceed \$75,000.00, costs, and attorney's fees against defendant Safeco Insurance Company of America incurred by virtue of Safeco Insurance Company of America's violations of Section 59A-16-20, NMSA;
2. Actual and punitive damages against Safeco Insurance Company of America caused by Safeco Insurance Company of America's bad faith in this matter;
3. Punitive damages against Safeco Insurance Company of America for its improper and willful conduct in this matter; and
4. For such other and further relief, as may be deemed proper.

Respectfully Submitted,

By: /s/Rachel Berenson  
RACHEL BERENSON  
BERENSON & ASSOCIATES, PC  
415 Sixth Street NW  
Albuquerque, NM 87102  
(505) 243-4400  
[rachel@nmjusticelaw.com](mailto:rachel@nmjusticelaw.com)

## AFFIDAVIT

State of Indiana

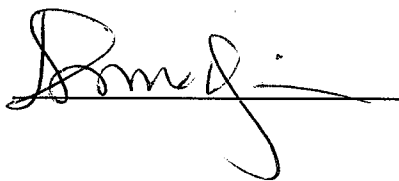
County of Hamilton

NAME OF INSURED: PHIL L MARRUJO  
DOROTHY A MARRUJO

POLICY NUMBER: Y8270202

POLICY DATES: 06-12-2016 TO 06-12-2017

Donna Quinn being duly sworn on oath says she is an archivist of  
SAFECO Insurance Company of America and that she has compared the  
attached copies of the insurance declarations pages listed above with the  
original records of the policy of insurance contained in the company's files  
and that the same is a true and exact recital of all the provisions in the  
said original policy attached thereto.



Subscribed and sworn to before me on

September 6, 2016

  
Notary Public

David Alan Hager  
Notary Public, State of Indiana  
**SEAL**  
Marion County  
Commission # 643971  
My Commission Expires  
April 28, 2021

EXHIBIT A  
DECLARATION OF  
JAMES M. KELLEY  
IN SUPPORT OF  
MOTION TO DISMISS  
CASE NO. 17-10000



WESTERN ASSURANCE CORP  
PO BOX 94600  
ALBUQUERQUE NM 87199-4600

August 8, 2016

Policy Number: Y8270202

24-Hour Claims: 1-866-472-3326

Policy Service: 1-866-472-3326

Online Account Services: [www.safeco.com](http://www.safeco.com)

**THIS IS NOT A BILL.**

PHIL L MARRUJO  
DOROTHY A MARRUJO  
3233 CHAMA MEADOWS DR NE  
RIO RANCHO NM 87144-8549

Thank you for allowing us to continue serving your insurance needs.

To ensure you are receiving the best coverage and value available, the following changes have been made to your 12-month automobile policy, including those requested by you or your agent or broker.

2001 GMC SIERRA C1500

- Driving Use: occasional or to work/school less than 15 miles or farm

This change is effective August 8, 2016. Please place this letter with your insurance policy. Information on coverages and limits can be found on the revised Declarations page, enclosed.

No additional premium or credit resulted from this change. A \$308.81 payment for the outstanding bill on your account is due on August 12, 2016.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-866-472-3326.

We appreciate the opportunity to serve you. Thank you.

Personal Lines Underwriting

**SAFECO INSURANCE COMPANY OF AMERICA**

Exhibit A

OC-429/EP 10/13

1516









POLICY NUMBER: Y8270202

# **SAFECO INSURANCE COMPANY OF AMERICA** **AUTOMOBILE POLICY DECLARATIONS**

**NAMED INSURED:**  
 PHIL L MARRUJO  
 DOROTHY A MARRUJO  
 3233 CHAMA MEADOWS DR NE  
 RIO RANCHO NM 87144-8549

**POLICY CHANGE**

**CHANGED EFFECTIVE:** AUG. 8 2016  
**POLICY PERIOD FROM:** JUNE 12 2016  
**TO:** JUNE 12 2017

at 12:01 A.M. standard time at  
 the address of the insured as  
 stated herein.

**AGENT:**  
 WESTERN ASSURANCE CORP  
 PO BOX 94600  
 ALBUQUERQUE NM 87199-4600

**AGENT TELEPHONE:**  
 1-866-472-3326

RATED DRIVERS	PHIL L MARRUJO, DOROTHY A MARRUJO, MERCY MARRUJO, GABRIEL I MARRUJO		
2011 TOYOTA	COROLLA/S/LE	4 DOOR SEDAN	ID# 2T1BU4EE6BC620272
2001 GMC	SIERRA C1500	2 DOOR PICK-UP	ID# 2GTEC19V411240448

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2011 TOYT LIMITS	PREMIUMS	2001 GMC LIMITS	PREMIUMS
<b>LIABILITY:</b>				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 372.20	\$100,000 Each Person \$300,000 Each Occurrence	\$ 414.30
PROPERTY DAMAGE	\$50,000 Each Occurrence	180.80	\$50,000 Each Occurrence	227.30
<b>UNINSURED AND UNDERINSURED MOTORISTS:</b>				
PROPERTY DAMAGE	\$50,000 Each Accident Less \$250 Deductible	26.00	\$50,000 Each Accident Less \$250 Deductible	11.10
<b>COMPREHENSIVE</b>	Actual Cash Value Less \$500 Deductible Full Safety Glass	147.70		
<b>COLLISION</b>	Actual Cash Value Less \$500 Deductible Diminishing Ded \$400	339.60		
<b>ADDITIONAL COVERAGES:</b>				
ROADSIDE ASSIST		5.10		6.70
<b>SUPERIOR COVERAGE LEVEL</b>		108.00		52.90
		<b>TOTAL \$ 1,179.40</b>		<b>TOTAL \$ 712.30</b>

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

\$2.00 per installment for recurring automatic deduction (EFT)  
 \$5.00 per installment for recurring credit card or debit card  
 \$5.00 per installment for all other payment methods

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051





A Liberty Mutual Company

POLICY NUMBER: Y8270202

# **SAFECO INSURANCE COMPANY OF AMERICA** **AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

**NAMED INSURED:**  
 PHIL L MARRUJO  
 DOROTHY A MARRUJO  
 3233 CHAMA MEADOWS DR NE  
 RIO RANCHO NM 87144-8549

**POLICY CHANGE**

**CHANGED EFFECTIVE:** AUG. 8 2016  
**POLICY PERIOD FROM:** JUNE 12 2016  
**TO:** JUNE 12 2017

at 12:01 A.M. standard time at  
 the address of the insured as  
 stated herein.

**AGENT:**  
 WESTERN ASSURANCE CORP  
 PO BOX 94600  
 ALBUQUERQUE NM 87199-4600

**AGENT TELEPHONE:**  
 1-866-472-3326

RATED DRIVERS PHIL L MARRUJO, DOROTHY A MARRUJO, MERCY MARRUJO, GABRIEL I MARRUJO			
2001 NISSAN	FRONTIER XE/SE	4 DOOR PICK-UP	ID# 1N6ED27T11C329034
2000 DODGE	INTREPID	4 DOOR SEDAN	ID# 2B3HD46R4YH438856

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2001 NISS LIMITS	PREMIUMS	2000 DODG LIMITS	PREMIUMS
<b>LIABILITY:</b>				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 426.00	\$100,000 Each Person \$300,000 Each Occurrence	\$ 438.90
PROPERTY DAMAGE	\$50,000 Each Occurrence	228.40	\$50,000 Each Occurrence	221.10
<b>UNINSURED AND UNDERINSURED MOTORISTS:</b>				
PROPERTY DAMAGE	\$50,000 Each Accident Less \$250 Deductible	12.20	\$50,000 Each Accident Less \$250 Deductible	10.60
<b>ADDITIONAL COVERAGES:</b>				
ROADSIDE ASSIST		6.70		6.70
<b>SUPERIOR COVERAGE LEVEL</b>		54.00		54.30
<b>TOTAL</b>		<b>\$ 727.30</b>	<b>TOTAL</b>	<b>\$ 731.60</b>

<b>UNINSURED/UNDERINSURED MOTORISTS</b>		\$ 265.10
<b>TOTAL EACH VEHICLE:</b>	2011 TOYT	\$ 1,179.40
	2001 GMC	712.30
	2001 NISS	727.30
	2000 DODG	731.60

<b>PREMIUM SUMMARY</b>	<b>PREMIUM</b>
VEHICLE COVERAGES	\$ 3,350.60
DISCOUNTS & SAFECO SAFETY REWARDS	Included
POLICY COVERAGES	\$ 265.10
<b>TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES</b>	<b>\$ 3,615.70</b>

You saved \$1,892.40

-CONTINUED-

P O BOX 515097 LOS ANGELES, CA 90051



A Liberty Mutual Company

POLICY NUMBER: Y8270202

**SAFECO INSURANCE COMPANY OF AMERICA  
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

YOU SAVED \$1,892.40 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Anti-Theft
- Advance Quoting
- Accident Free
- Violation Free
- Coverage
- Good Student
- Homeowners
- Multi-Car

YOUR POLICY INCLUDES UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE WITH LIMITS OF \$100,000 PER PERSON/\$300,000 PER ACCIDENT. WE CHARGE ONE PREMIUM FOR THIS COVERAGE REGARDLESS OF THE NUMBER OF VEHICLES ON YOUR POLICY. YOUR PREMIUM IS \$265.10.

SUPERIOR COVERAGE LEVEL INCLUDES:

- Accident forgiveness, diminishing deductible, electronic lock and key replacement, new vehicle replacement, world-wide coverage for rental vehicles

1518X

Policy Number: Y8270202

## SUPPLEMENTAL DECLARATIONS

### UM/UIM Coverage

New Mexico law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document describes this coverage, the options available, and the coverage you previously selected.

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or an underinsured motor vehicle because of bodily injury or property damage, caused by an auto accident. Uninsured/Underinsured Motorists Coverage also covers bodily injury or property damage that results from an auto accident with a hit-and-run vehicle whose owner or operator cannot be identified.

We are required to provide Uninsured/Underinsured Coverage at the same limits as your selected Bodily Injury and Property Damage Liability limits unless:

- (1) You select lower limits, but no lower than \$25,000 per person and \$50,000 per accident for bodily injury and \$10,000 per accident for property damage or \$60,000 if you choose Combined Single Limit; or
- (2) You reject Uninsured/Underinsured Motorists Coverage entirely.

Selecting Uninsured/Underinsured Motorists Coverage limits lower than your liability limits constitutes a rejection of the full amount of coverage to which you are statutorily entitled.

The choice(s) you have made for Uninsured/Underinsured Motorist Coverage, including any rejection of the coverage are below:

#### UNINSURED/UNDERINSURED MOTORISTS COVERAGE LIMITS

Liability limits for Bodily Injury and Property Damage are:      \$    100,000/    300,000/    50,000

Uninsured/Underinsured Motorists limits for Bodily Injury and Property Damage are:      \$    100,000/\$    300,000/\$    50,000 stacked

The coverage selections and limit choices indicated above will apply to all future policy renewals, continuations, and changes unless you notify us otherwise in writing.

**Uninsured/Underinsured Motorists Coverage is available at the following limits and premiums. If you would like to change your current coverage, please contact the agent or broker listed on the Declarations.**

#### UNINSURED/UNDERINSURED MOTORISTS COVERAGE

##### UNINSURED/UNDERINSURED BODILY INJURY

##### Per Person/Per Accident Limits

##### STACKED

LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$157.70
\$ 50,000/\$100,000	\$212.40
\$100,000/\$100,000	\$271.00
\$100,000/\$300,000	\$278.40
\$250,000/\$500,000	\$360.60
\$300,000/\$300,000	\$371.10
\$500,000/\$500,000	\$401.30
REJECTED	\$ 0.00

##### NON-STACKED

LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$112.40
\$ 50,000/\$100,000	\$150.10
\$100,000/\$100,000	\$197.30
\$100,000/\$300,000	\$207.30
\$300,000/\$300,000	\$305.70
\$250,000/\$500,000	\$294.80
\$500,000/\$500,000	\$340.40
REJECTED	\$ 0.00

**UNINSURED/UNDERINSURED  
PROPERTY DAMAGE  
Per Accident Limit**

<b>LIMITS</b>	<b>PREMIUMS</b>
\$ 10,000	\$63.00
\$ 25,000	\$65.10
\$ 50,000	\$66.60
\$100,000	\$68.30
REJECTED	\$ 0.00

**OR**

**Combined Single Limit  
(Includes Bodily Injury and Property Damage)**

**STACKED**

**NON-STACKED**

<b>LIMITS</b>	<b>PREMIUMS</b>	<b>LIMITS</b>	<b>PREMIUMS</b>
\$100,000	\$300.40	\$100,000	\$226.70
\$300,000	\$401.80	\$300,000	\$336.30
\$500,000	\$432.50	\$500,000	\$371.60

1519X



WESTERN ASSURANCE CORP  
PO BOX 94600  
ALBUQUERQUE NM 87199-4600

May 3, 2016

Policy Number: Y8270202

24-Hour Claims: 1-866-472-3326

Policy Service: 1-866-472-3326

Online Account Services: [www.safeco.com](http://www.safeco.com)

**THIS IS NOT A BILL.  
IDENTIFICATION CARDS ENCLOSED**

PHIL L MARRUJO  
DOROTHY A MARRUJO  
3233 CHAMA MEADOWS DR NE  
RIO RANCHO NM 87144-8549

Thank you for allowing Safeco to continue serving your auto insurance needs. We appreciate your business and the trust that you have placed in us.

Please place the enclosed insurance identification cards in the vehicle listed on the card.

Your new 12-month policy period will begin on June 12, 2016. Your policy will renew automatically if you continue to pay the premium. The renewal premium is:

\$3,204.00 if you pay in full or use the 2-pay billing plan (includes a \$411.70 billing plan discount)

\$3,615.70 if you use the monthly or 4-pay billing plan

This is not a bill. Your bill will be sent separately about 25 days before it is due. It will provide more information about amounts you may pay and your payment due date. For more information about fees, please see the enclosed policy declarations page and the back of your billing statement.

A \$278.74 payment for your recent bill is due on May 12, 2016.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-866-472-3326.

Thank you for entrusting us with your insurance needs.

Matthew D. Nickerson  
President, Safeco Insurance

**SAFECO INSURANCE COMPANY OF AMERICA**  
Exhibit A









POLICY NUMBER: Y8270202

# **SAFECO INSURANCE COMPANY OF AMERICA** **AUTOMOBILE POLICY DECLARATIONS**

**NAMED INSURED:**  
 PHIL L MARRUJO  
 DOROTHY A MARRUJO  
 3233 CHAMA MEADOWS DR NE  
 RIO RANCHO NM 87144-8549

**RENEWAL**

**POLICY PERIOD FROM:** JUNE 12 2016  
**TO:** JUNE 12 2017

at 12:01 A.M. standard time at  
 the address of the insured as  
 stated herein.

**AGENT:**  
 WESTERN ASSURANCE CORP  
 PO BOX 94600  
 ALBUQUERQUE NM 87199-4600

**AGENT TELEPHONE:**  
 1-866-472-3326

**RATED DRIVERS** PHIL L MARRUJO, DOROTHY A MARRUJO, MERCY MARRUJO, GABRIEL I MARRUJO

**2011 TOYOTA** COROLLA/S/LE 4 DOOR SEDAN ID# 2T1BU4EE6BC620272  
**2001 GMC** SIERRA C1500 2 DOOR PICK-UP ID# 2GTEC19V411240448

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2011 TOYT LIMITS	PREMIUMS	2001 GMC LIMITS	PREMIUMS
<b>LIABILITY:</b>				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 372.20	\$100,000 Each Person \$300,000 Each Occurrence	\$ 414.30
PROPERTY DAMAGE	\$50,000 Each Occurrence	180.80	\$50,000 Each Occurrence	227.30
<b>UNINSURED AND UNDERINSURED MOTORISTS:</b>				
PROPERTY DAMAGE	\$50,000 Each Accident Less \$250 Deductible	26.00	\$50,000 Each Accident Less \$250 Deductible	11.10
<b>COMPREHENSIVE</b>	Actual Cash Value Less \$500 Deductible Full Safety Glass	147.70		
<b>COLLISION</b>	Actual Cash Value Less \$500 Deductible Diminishing Ded \$400	339.60		
<b>ADDITIONAL COVERAGES:</b>				
ROADSIDE ASSIST		5.10		6.70
<b>SUPERIOR COVERAGE LEVEL</b>		108.00		52.90
<b>TOTAL</b>		\$ 1,179.40	<b>TOTAL</b>	\$ 712.30

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:  
 \$2.00 per installment for recurring automatic deduction (EFT)  
 \$5.00 per installment for recurring credit card or debit card  
 \$5.00 per installment for all other payment methods

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051  
 Exhibit A

152BX



POLICY NUMBER: Y8270202

# **SAFECO INSURANCE COMPANY OF AMERICA** **AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

**NAMED INSURED:**

PHIL L MARRUJO  
 DOROTHY A MARRUJO  
 3233 CHAMA MEADOWS DR NE  
 RIO RANCHO NM 87144-8549

**RENEWAL**

**POLICY PERIOD FROM:** JUNE 12 2016  
**TO:** JUNE 12 2017

at 12:01 A.M. standard time at  
 the address of the insured as  
 stated herein.

**AGENT:**

WESTERN ASSURANCE CORP  
 PO BOX 94600  
 ALBUQUERQUE NM 87199-4600

**AGENT TELEPHONE:**  
 1-866-472-3326

RATED DRIVERS	PHIL L MARRUJO, DOROTHY A MARRUJO, MERCY MARRUJO, GABRIEL I MARRUJO		
2001 NISSAN	FRONTIER XE/SE	4 DOOR PICK-UP	ID# 1N6ED27T11C329034
2000 DODGE	INTREPID	4 DOOR SEDAN	ID# 2B3HD46R4YH438856

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2001 NISS LIMITS	PREMIUMS	2000 DODG LIMITS	PREMIUMS
<b>LIABILITY:</b>				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 426.00	\$100,000 Each Person \$300,000 Each Occurrence	\$ 438.90
PROPERTY DAMAGE	\$50,000 Each Occurrence	228.40	\$50,000 Each Occurrence	221.10
<b>UNINSURED AND UNDERINSURED MOTORISTS:</b>				
PROPERTY DAMAGE	\$50,000 Each Accident Less \$250 Deductible	12.20	\$50,000 Each Accident Less \$250 Deductible	10.60
<b>ADDITIONAL COVERAGES:</b>				
ROADSIDE ASSIST		6.70		6.70
<b>SUPERIOR COVERAGE LEVEL</b>		54.00		54.30
<b>TOTAL</b>		<b>\$ 727.30</b>	<b>TOTAL</b>	<b>\$ 731.60</b>

<b>UNINSURED/UNDERINSURED MOTORISTS</b>		\$ 265.10
<b>TOTAL EACH VEHICLE:</b>	2011 TOYT	\$ 1,179.40
	2001 GMC	712.30
	2001 NISS	727.30
	2000 DODG	731.60

<b>PREMIUM SUMMARY</b>	<b>PREMIUM</b>
VEHICLE COVERAGES	\$ 3,350.60
DISCOUNTS & SAFECO SAFETY REWARDS	Included
POLICY COVERAGES	\$ 265.10
<b>TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES</b>	<b>\$ 3,615.70</b>

IF YOU PAY IN FULL OR USE THE 2-PAY PLAN THE PREMIUM WILL BE REDUCED TO \$ 3,204.00\*  
 \*This includes the available \$411.70 billing plan discount.

-CONTINUED-

P O BOX 515097 LOS ANGELES, CA 90051  
 Exhibit A



A Liberty Mutual Company

POLICY NUMBER: Y8270202

**SAFECO INSURANCE COMPANY OF AMERICA  
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

YOU SAVED \$1,892.40 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Anti-Theft
- Advance Quoting
- Accident Free
- Violation Free
- Coverage
- Good Student
- Homeowners
- Multi-Car

YOUR POLICY INCLUDES UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE WITH LIMITS OF \$100,000 PER PERSON/\$300,000 PER ACCIDENT. WE CHARGE ONE PREMIUM FOR THIS COVERAGE REGARDLESS OF THE NUMBER OF VEHICLES ON YOUR POLICY. YOUR PREMIUM IS \$265.10.

SUPERIOR COVERAGE LEVEL INCLUDES:

- Accident forgiveness, diminishing deductible, electronic lock and key replacement, new vehicle replacement, world-wide coverage for rental vehicles

1527X

Policy Number: Y8270202

## SUPPLEMENTAL DECLARATIONS

### UM/UIM Coverage

New Mexico law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document describes this coverage, the options available, and the coverage you previously selected.

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or an underinsured motor vehicle because of bodily injury or property damage, caused by an auto accident. Uninsured/Underinsured Motorists Coverage also covers bodily injury or property damage that results from an auto accident with a hit-and-run vehicle whose owner or operator cannot be identified.

We are required to provide Uninsured/Underinsured Coverage at the same limits as your selected Bodily Injury and Property Damage Liability limits unless:

- (1) You select lower limits, but no lower than \$25,000 per person and \$50,000 per accident for bodily injury and \$10,000 per accident for property damage or \$60,000 if you choose Combined Single Limit; or
- (2) You reject Uninsured/Underinsured Motorists Coverage entirely.

Selecting Uninsured/Underinsured Motorists Coverage limits lower than your liability limits constitutes a rejection of the full amount of coverage to which you are statutorily entitled.

The choice(s) you have made for Uninsured/Underinsured Motorist Coverage, including any rejection of the coverage are below:

#### UNINSURED/UNDERINSURED MOTORISTS COVERAGE LIMITS

Liability limits for Bodily Injury and Property Damage are:      \$    100,000/    300,000/    50,000

Uninsured/Underinsured Motorists limits for Bodily Injury and Property Damage are:      \$    100,000/\$    300,000/\$    50,000 stacked

The coverage selections and limit choices indicated above will apply to all future policy renewals, continuations, and changes unless you notify us otherwise in writing.

**Uninsured/Underinsured Motorists Coverage is available at the following limits and premiums. If you would like to change your current coverage, please contact the agent or broker listed on the Declarations.**

#### UNINSURED/UNDERINSURED MOTORISTS COVERAGE

##### UNINSURED/UNDERINSURED BODILY INJURY Per Person/Per Accident Limits

##### STACKED

LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$157.70
\$ 50,000/\$100,000	\$212.40
\$100,000/\$100,000	\$271.00
\$100,000/\$300,000	\$278.40
\$250,000/\$500,000	\$360.60
\$300,000/\$300,000	\$371.10
\$500,000/\$500,000	\$401.30
REJECTED	\$ 0.00

##### NON-STACKED

LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$112.40
\$ 50,000/\$100,000	\$150.10
\$100,000/\$100,000	\$197.30
\$100,000/\$300,000	\$207.30
\$300,000/\$300,000	\$305.70
\$250,000/\$500,000	\$294.80
\$500,000/\$500,000	\$340.40
REJECTED	\$ 0.00

**UNINSURED/UNDERINSURED  
PROPERTY DAMAGE  
Per Accident Limit**

<b>LIMITS</b>	<b>PREMIUMS</b>
\$ 10,000	\$63.00
\$ 25,000	\$65.10
\$ 50,000	\$66.60
\$100,000	\$68.30
REJECTED	\$ 0.00

**OR**

**Combined Single Limit  
(Includes Bodily Injury and Property Damage)**

**STACKED**

**LIMITS**  
\$100,000  
\$300,000  
\$500,000

**PREMIUMS**  
\$300.40  
\$401.80  
\$432.50

**NON-STACKED**

**LIMITS**  
\$100,000  
\$300,000  
\$500,000

**PREMIUMS**  
\$226.70  
\$336.30  
\$371.60

1528X

**SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO**

**DOROTHY MARRUJO,**

**Plaintiff,**

**vs.**

**Case No. D-202-CV-2017-05965**

**SAFECO INSURANCE COMPANY OF AMERICA,**

**Defendant.**

**COURT ANNEXED ARBITRATION CERTIFICATION**

COMES NOW, Plaintiff, by and her attorney of record, BERENSON & ASSOCIATES, PC, Rachel Berenson, Esq., pursuant to the Second Judicial District Local Rule 2-603, certifies as follows:

\_\_\_\_\_ This party seeks only a money judgment and the amount sought does not exceed \$25,000.00 (twenty-five thousand dollars) exclusive of punitive damages, interest, costs and attorney fees.

  X   This party seeks relief (other than a money judgment and/or seeks relief in excess of \$25,000.00 (twenty-five thousand dollars) exclusive of punitive damages, interest, costs and attorney fees.

Respectfully Submitted,

/s/ Rachel Berenson  
RACHEL BERENSON  
BERENSON & ASSOCIATES, P.C.  
415 Sixth Street NW  
Albuquerque, NM 871402  
(505) 243-4400  
rachel@nmjusticelaw.com



**SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO**

**DOROTHY MARRUJO,**

**Plaintiff,**

**vs.**

**Case No. D-202-CV-2017-05965**

**SAFECO INSURANCE COMPANY OF AMERICA,**

**Defendant.**

**JURY DEMAND**

COMES NOW, Plaintiff, by and through her attorney of record, BERENSON & ASSOCIATES, P.C., Rachel Berenson, Esq., hereby requests a six (6) person jury demand in the above cause of action.

Respectfully Submitted,

/s/ Rachel Berenson

RACHEL BERENSON  
BERENSON & ASSOCIATES, P.C.  
415 Sixth Street NW  
Albuquerque, NM 87102  
(505) 243-4400  
rachel@nmjusticelaw.com

**STATE OF NEW MEXICO**  
**OFFICE OF THE SUPERINTENDENT OF INSURANCE**  
**CERTIFICATE**

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT

DOROTHY MARRUJO  
Plaintiff,

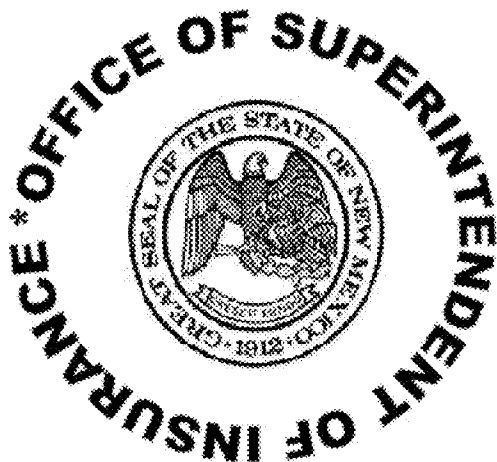
v.

No. D-202-CV-2017-05965

SAFECO INSURANCE COMPANY OF AMERICA  
Defendants,

**ACCEPTANCE OF SERVICE**

I, John G. Franchini, Superintendent of Insurance of the State of New Mexico, do hereby certify that a copy of a Summons, Complaint, Arbitration Certificate, Jury Demand, and Plaintiff's First Set of Interrogatories and Request for Production of Documents; Safeco Insurance Company of America was sent to Defendant; Safeco Insurance Company of America on August 25, 2017 as provided in Section 59A-5-31 and 59A-5-32 NMSA 1978, and was received by said company on August 30, 2017 as shown by return receipt by Postmaster.



In Witness Whereof, I have  
hereunto set my official seal  
on this August 30, 2017

*John D. Franchini*  
Superintendent of Insurance